

E-FILED

08-19-2022, 16:00

**Scott G. Weber, Clerk
Clark County**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

VLAD GULA,

Plaintiff,

vs.

BOMBARDIER RECREATIONAL
PRODUCTS, INC.; BRP INC.; and SK
NORTHWEST, INC.,

Defendants.

Case No.: 22-2-02044-06

SUMMONS

TO DEFENDANTS BOMBARDIER RECREATIONAL PRODUCTS, INC.;
BRP INC.; and SK NORTHWEST, INC.: A lawsuit has been started against you in the
above-entitled court by VLAD GULA, Plaintiff. Plaintiff's claims are stated in the written
Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating
your defense in writing, and by serving a copy upon the person signing this Summons within
twenty (20) days after the service of this Summons if served within the State of Washington,
or within sixty (60) days if served outside the State of Washington, excluding the day of
service, or a default judgment may be entered against you without notice. A default judgment
is one where Plaintiff is entitled to what they ask for because you have not responded. If you

SUMMONS - Page 1

THE LAW OFFICE OF
GREGORY E. PRICE, P.S.
510 E. McLoughlin Blvd.
Vancouver, Washington, 98663
(360) 828-5879

1 serve a notice of appearance on the undersigned attorney, you are entitled to notice before a
2 default judgment may be entered.

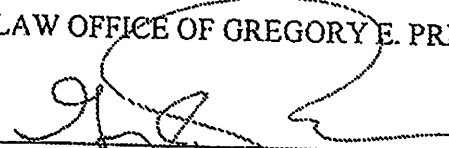
3 You may demand that the Plaintiff files this lawsuit with the Court. If you do so, the
4 demand must be in writing and must be served upon the person signing this Summons. Within
5 fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the
6 Court, or the service upon you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly
8 so that your written response, if any, may be served on time.

9 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
10 State of Washington.

11 Dated this 19th day of August, 2022.

12
13
14 LAW OFFICE OF GREGORY E. PRICE, P.S.

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16 
17 Gregory E. Price, WSPA #17048
18 510 E. McLoughlin Blvd.
19 Vancouver, WA 98663
20 Of Attorney for Plaintiff VLAD GULA
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SUMMONS - Page 2

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**COMPLAINT FOR
PERSONAL INJURIES/
PRODUCT LIABILITY**

Plaintiff states his claim against the Defendants herein as follows:

I. PARTIES – JURISDICTION

1.1 This lawsuit arises out of the product failure of a personal watercraft that occurred on August 24, 2019, on the west side of Cowlitz River near the Mayfield Lake Reservoir in Lewis County, Washington.

1.2 Plaintiff Vlad Gula (hereinafter “Mr. Gula”) was and remains a resident of Clark County, Washington.

1.3 Defendants BRP Inc. and Bombardier Recreational Products, Inc. (hereinafter collectively referred to as “Defendants BRP Inc.”) are foreign, Canadian corporations transacting business within the State of Washington through the sale of personal watercrafts, recreational boats, snowmobiles, all-terrain vehicles and motorcycles. Defendants BRP Inc.,

COMPLAINT FOR PERSONAL INJURIES/PRODUCT LIABILITY - Page 1

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1 further transact business in Clark County, Washington through the sale of personal
 2 watercrafts, recreational boats, snowmobiles, all-terrain vehicles and motorcycles by its
 3 Designated Dealer and controlled subsidiary, Pro-Caliber Motor Sports, Inc., located at 10703
 4 NE Fourth Plain Blvd., in Vancouver, Washington 98662.

5 1.4 Defendant SK Northwest, Inc. is an Oregon corporation transacting business
 6 in the State of Washington.

7 1.5 This Court has jurisdiction and venue over the Defendants and the subject
 8 matter of this lawsuit pursuant to RCW 4.12.020(3) and RCW 4.12.025(1).
 9

10 II. FACTS OF CLAIM

11 2.1 On January 18, 2018, Mr. Gula purchased a 2018 Sea-Doo GTX Limited 300
 12 personal watercraft, Identification No. YDV06864L718, (hereinafter "2018 Sea-Doo"), which
 13 was manufactured by Defendants BRP Inc. Mr. Gula purchased the 2018 Sea-Doo from
 14 Defendants BRP Inc.'s Designated Dealer and controlled subsidiary, Defendant SK Northwest,
 15 Inc.

16 2.2 On August 24, 2019, Mr. Gula was operating the 2018 Sea-Doo in a normal
 17 and customary manner on the west side of Cowlitz River near the Mayfield Lake Reservoir in
 18 Lewis County, Washington, when a substantial portion of the 2018 Sea-Doo's port hull
 19 delaminated, causing the watercraft to dive and yaw, which ejected Mr. Gula from the
 20 watercraft and injured him. At the time of the incident, the Sea-Doo had only been operated a
 21 total of 66 hours.

22 III. FAULT OF DEFENDANTS

23 FIRST CAUSE OF ACTION: Strict Liability - Washington 24 Product Liability Act, RCW 7.72 et seq. and RCW 62A et seq 25 (Against Defendants BRP Inc.)

26 3.1 Mr. Gula realleges all paragraphs set forth above as fully set forth herein.

3.2 Defendants BRP Inc., designed, fabricated and constructed the 2018 Sea-Doo and is the manufacturer of the 2018 Sea-Doo as defined in RCW 7.72.010(2).

3.3 Mr. Gula's harm was proximately caused by the negligence of Defendants BRP Inc., in manufacturing the 2018 Sea-Doo, which was not reasonably safe as designed pursuant to RCW 7.72.030(1)(a), since at the time of manufacture, the likelihood that the product would cause Mr. Gula's harm or similar harms to others, and the seriousness of those harms, outweighed the burden on Defendants BRP Inc., to design a product that would have prevented those harms and outweighed the adverse effect of an alternative design that was practical and feasible.

3.4 Mr. Gula's harm was proximately caused by the negligence of Defendants BRP Inc., since the 2018 Sea-Doo was not reasonably safe because adequate warnings or instructions were not provided after the watercraft was manufactured and Defendants BRP Inc. learned, or a reasonably prudent manufacturer should have learned, about the danger connected with the 2018 Sea-Doo after it was manufactured.

3.5 Mr. Gula's harm was proximately caused by the negligence of Defendants BRP Inc., since the 2018 Sea-Doo was not reasonably safe because it was unsafe beyond that which would be contemplated by the ordinary consumer pursuant to RCW 7.72.030(3).

3.6 Defendant BRP Inc., is subject to strict liability for the harm proximately caused to Mr. Gula by the 2018 Sea-Doo, which was not reasonably safe in construction pursuant to RCW 7.72.030(2) and (3).

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1 3.7 The 2018 Sea-Doo did not conform to the Implied Warranty of Merchantability
2 provided in RCW 62A.2-314, since it was not fit for the ordinary purpose for which such
3 personal watercrafts are used.

4 3.8 The 2018 Sea-Doo did not conform to the Implied Warranty of Fitness for
5 Particular Purpose provided in RCW 62A2-315, since the 2018 Sea-Doo was not fit for the
6 particular purpose of a personal watercraft.

7 3.9 Defendant BRP Inc., as a product manufacturer, is subject to strict liability
8 because Mr. Gula's harm was proximately caused by the fact the product did not conform to
9 manufacturer's implied warranties under RCW 62A.2-314 and RCW 62A.2-315.
10

11 **SECOND CAUSE OF ACTION: Strict Liability –**
12 **Washington Product Liability Act, RCW 7.72 et seq. and RCW 62A**
13 **(Against Defendant SK Northwest, Inc.)**

14 3.10 Mr. Gula realleges all paragraphs set forth above as fully set forth herein.

15 3.11 Defendant SK Northwest, as a Defendants BRP Inc.'s Designated Dealer and
16 controlled subsidiary of Defendants BRP Inc., engages in the business of selling BRP Inc.'s
17 products, including Sea-Doo personal watercrafts, and is the product seller of the 2018 Sea-
18 Doo purchased by Mr. Gula, as defined in RCW 7.72.010(1).

19 3.12 Defendant SK Northwest is liable to Mr. Gula for the harm proximately caused
20 by the breach of an express warranty made by Defendant SK Northwest.

21 3.13 Defendant SK Northwest, as a product seller, shall have the strict liability of
22 the product manufacturer, Defendants BRP Inc., if:

- 23 (a) Defendants BRP Inc., is not solvent or is not subject to service of process
24 of the State of Washington; or
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(b) The court determines that it is highly probable that the claimant would be unable to enforce a judgment against BRP Inc.; or

(c) Defendant SK Northwest Inc., is a controlled subsidiary of Defendants BRP Inc.

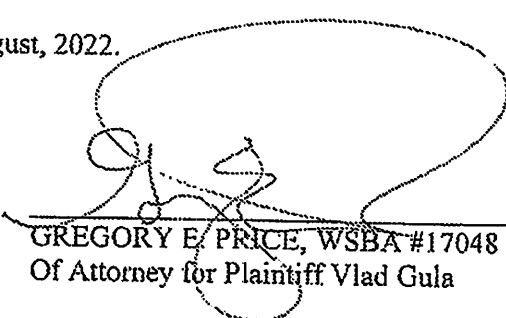
IV. INJURIES AND DAMAGES

4.1 As a proximate result of the foregoing fault of Defendants, Mr. Gula suffered bodily injuries that include, but were not limited to, a fractured left femur and shattered left kneecap and has suffered economic and noneconomic damages in amounts to be proven at trial.

VI. PRAYER

WHEREFORE, Plaintiff prays for judgment against the Defendants, in the amount of his economic and noneconomic damages to be determined at trial, for an award of prejudgment interest on all medical and out of pocket expenses proximately caused by Defendants' negligence, together with his taxable costs and such further relief as determined by the court.

DATED this 19th day of August, 2022.


GREGORY E. PRICE, WSBA #17048
Of Attorney for Plaintiff Vlad Gula

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08-19-2022, 16:00

**Scott G. Weber, Clerk
Clark County**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR CLARK COUNTY**

VLAD GULA

Plaintiff/Petitioner,

v.

BOMBARDIER RECREATIONAL PRODUCTS

Defendant/Respondent.) Judge: David E. Gregerson

) Department: 2

Notice to Plaintiff/Petitioner(s):

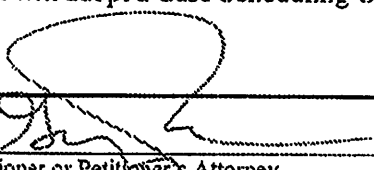
- Case filed, then served: Plaintiff(s)/Petitioner(s) shall serve on all parties a copy of this Notice of Assignment to Judicial Department on the Defendant(s)/Respondent(s) along with a copy of the Summons and Complaint.
- Case served, then filed: Plaintiff(s)/Petitioner(s) shall serve on all parties a copy of this Notice of Assignment to Judicial Department within ten (10) days of filing.
- Service by publication pursuant to court order: Plaintiff(s)/Petitioner(s) shall serve on all parties a copy of this Notice of Assignment to Judicial Department within ten (10) days of the Defendant(s)/Respondent(s) first response or appearance.

Failure to appear on the date below may result in dismissal of the case by the Court.

Mandatory Scheduling Conference Date: 12/9/2022 at 9:00 A.M.

At the time of the mandatory hearing, the Court will adopt a Case Scheduling Order which will include the trial date.

8-19-22
Date


Petitioner or Petitioner's Attorney

Address: 510 E. MCLOUGHLIN BLVD, VANCOUVER, WA 98663

Telephone: 360-828-5879

E-Mail: GREG@PRICEINJURYLAW.COM

Notice of Assignment to Judicial Department